

Attorneys for plaintiffs Stephens Group, Inc.
and Stephens Inc.

STEPHENS GROUP, INC.,
STEPHENS INC., and
HUNTINGDON LIFE SCIENCES,
INC.,

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
84

V.

VOICES FOR ANIMALS, STOP
HUNTINGDON ANIMAL CRUELTY,
a/k/a SHAC, KEVIN MUDRICK,
ANIMAL DEFENSE LEAGUE, IN
DEFENSE OF ANIMALS, ANIMAL
LIBERATION FRONT, DARIUS
FULLMER, JOSEPH WILLIAM
BATEMAN, MICHAEL DURSCHMID,
KEVIN KJONAS (a/k/a KEVIN
JONAS) and JOHN DOES
NOS.1 THROUGH 5,

STIPULATED PERMANENT INJUNCTION AND ORDER

A0296018.WP10/11].

WHEREAS this action was commenced in December 2000;

WHEREAS on or about August 1, 2001, plaintiffs Stephens Group, Inc., Stephens Inc., and Huntingdon Life Sciences filed the Second Amended and Supplemental Complaint asserting claims under 18 U.S.C. §§ 1961 and 1962 and related state law claims against defendants Voices for Animals, Stop Huntingdon Animal Cruelty a/k/a SHAC, Animal Defense League, In Defense of Animals, Animal Liberation Front, Kevin Mudrick, Darius Fullmer, Joseph William Bateman, Michael Durschmid, Kevin Kjonas and John Does Nos. 1 through 5;

WHEREAS on or about August 9, 2001, service of the Second Amended and Supplemental Complaint was properly effected upon defendant Michael Durschmid;

WHEREAS defendant Michael Durschmid having failed to answer the Second Amended and Supplemental Complaint, an Order of Default Judgment and Permanent Junction was entered by the Court on January 26, 2002;

WHEREAS defendant Michael Durschmid has filed an application with the Court to vacate or modify the January 26, 2002 Order of Default Judgment and Permanent Injunction;

WHEREAS by their respective counsel plaintiffs Stephens Group, Inc. and Stephens, Inc. ("Plaintiffs") and defendant Michael Durschmid have conferred, have confirmed with the Court, and have agreed to enter into this Stipulated Permanent Injunction and Order ("Order").

UPON THE FOREGOING RECITALS and the consent of Plaintiffs and defendant Michael Durschmid, **IT IS HEREBY ORDERED THAT:**

1. The January 26, 2002 Order of Default Judgment and Permanent Injunction shall be vacated upon the filing of this Order.

2. Defendant Michael Durschmid's application to vacate or modify the January 26, 2002 Order of Default Judgment and Permanent Injunction shall be withdrawn upon the filing of this Order.

3. Effective as of the execution of hereof, defendant Michael Durschmid is permanently enjoined from:

- (a) committing or threatening physical damage or violence or conspiring with others to commit or threaten physical damage or violence against the person or property of (i) Plaintiffs and their officers, directors, and employees; and (ii) any family member of the officers, directors and employees of Plaintiffs (collectively, the "Protected Parties");
- (b) engaging, directly or indirectly, in the theft of property owned, leased or in the possession of any Protected Party;
- (c) intentionally blockading, "jamming", or interfering with the operation and/or use of any Internet website, mail service, electronic mail, facsimile line, or telephone line owned, operated or utilized by any Protected Party;
- (d) sending, urging or recommending to be sent, sexually explicit or pornographic electronic mail messages, materials, or merchandise of any kind to any Protected Party; or
- (e) ordering unauthorized or unwanted subscriptions and/or merchandise in the name of any Protected Party.

4. Defendant Michael Durschmid shall not disseminate, publish, or by any means provide access to any materials which:

- (a) contain messages threatening physical damage or violence directed at any Protected Party; or
- (b) urging or recommending others to engage in any threats of physical damage or violence, acts of physical damage or violence against Protected Parties, or any other conduct enjoined herein; and
- (c) Defendant Michael Durschmid shall remove any such materials and links to such materials from any Internet website sponsored, operated, or maintained by it within ten (10) days of the execution by it of this Order.

5. Defendant Michael Durschmid shall not disseminate, publish, or by any

means provide access to any photographs which he falsely represents or implies were taken at, or emanates from, any facility of Plaintiffs.

6. This Order may be enforced by a motion for criminal and/or civil contempt in this District. Only Plaintiffs shall be entitled to file such a motion.

7. If at any future time Plaintiffs believe that the defendant Michael Durschmid has breached this Order, they shall promptly notify counsel for defendant Michael Durschmid. Defendant Michael Durschmid will have three (3) business days after notification to his counsel to rectify the alleged breach before Plaintiffs any file any action related to the alleged breach.

8. Each person found in violation of this Order, in addition to any civil or criminal contempt penalties assessed, shall be liable for actual damages incurred by Plaintiffs, and any officer, director, employee, or family member of any officer, director or employee of Plaintiffs, with respect to which a violation occurs or by any person who is injured by such a violation.

9. The terms of this Order may be amended or modified by written agreement of the parties and approval by the Court.

10. The foregoing shall not extinguish, or otherwise limit, any rights or defenses of the parties with respect to matters not expressly addressed herein.

11. This court shall retain jurisdiction of this action for the purposes of assuring compliance with the terms and conditions of this Order, and of entering such further and additional Orders as may be required.

12. Neither the execution nor the negotiation of this Order by defendant Michael Durschmid or his counsel shall be considered admissions of wrongdoing or liability by

defendant Michael Durschmid, and no past or present wrongdoing or liability on the part of the defendant Michael Durschmid shall be implied by such negotiation or the execution of this Order.

13. Each party shall bear all attorney's fees and other costs and expenses incurred by it in connection with this Order and all related matters.

Dated:

July 22, 2009



Joseph E. Irenas, U.S.D.J.